

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that Segrest Construction Corporation, a Florida corporation, being the owner of a subdivision known as Magnolia Estates located in Bay County, Florida, and more particularly described as follows:

Beginning at the intersection of the West boundary line of U. S. Government Original Lot 8, Section 10, Township 4 South, Range 15 West, and the Northerly right-of-way line of Florida State Road #S392B; thence Easterly along the Northerly right-of-way line of said Florida State Road #S392B a distance of 690.8 feet; thence North 0° 21' West a distance of 1200 feet, more or less, to the water's edge of St. Andrews Bay; thence Westerly along the water's edge of St. Andrews Bay to the point of intersection with said West line of U. S. Government Original Lot 8, Section 10, Township 4 South, Range 15 West; thence South along said West line of U. S. Government Original Lot 8, to the point of beginning. Being a part of U. S. Government Original Lot 8, Section 10, Township 4 South, Range 15 West.

makes the following Declaration of Restrictions covering the above-described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, a private garage which shall be sufficiently large to accommodate two cars, and related outbuildings; provided, that all buildings on any lot shall be of the same quality and character and of the same materials as the main structure; and, provided further, that the doorway at the entrance to the garage shall not front on or face Magnolia Drive, as shown on the recorded plat of the subdivision prepared by Southern Survey and Engineering Corporation.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and

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a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation.

3. The Architectural Control Committee is composed of Ralph H. Segrest, Jane G. Segrest and Loyd C. Hilton, Jr. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

4. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

5. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated for the minimum permitted dwelling size. The heated floor area of the main structure, exclusive of open porches and garages, shall be not less than Sixteen Hundred (1600) square feet.



6. No dwelling shall be constructed on a plot having an area of less than Thirteen Thousand (13,000) square feet, and in the case of lots fronting on Magnolia Drive, no dwelling shall be constructed on a plot less than 125' in width at the front building set-back line. No dwelling shall be erected nearer than Forty-five feet to the front lot line. No dwelling shall be erected nearer than fifteen (15) feet to any interior lot line.

7. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that animals for pet, sport or recreation of the individual lot owners within a subdivision may be kept provided that they are not kept, bred or maintained for any commercial purpose and provided further that such keeping shall be in a clean and sanitary manner so as not to violate the restriction numbered 8 above.

10. No billboards or advertising signs shall be erected or displayed to the public view on any lot except such signs as may be reasonably required for advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line.

13. Easements for streets and for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

In addition to all such easements reserved as shown on the recorded plat, the grantor, Segrest Construction Corporation, reserves for its use or the use of its assignees for furnishing utility service to the lot owners, a perpetual easement and right in and to, over and under any and all drives, roads, streets and lanes as shown on said plat and over, upon, under and across a strip of land 5 feet wide along the sides and rear of each of said lots for the installation, maintenance and operation of power, water, telephone, gas, lighting, heating, drainage, sewage and any and all other public utility purposes. Provided, however, that in the event that one person owns more than one lot, such easement shall not divide his property in two or more parcels, but shall be an easement only according to the extreme boundaries of such combined parcels unless such utility lines, pipes, ditches, or other equipment is installed by the grantor, its successors or assigns, before such parcels are combined under one owner. No such construction of any kind shall be placed on any part of the above reserved easements save and except by the grantor, its successors or assigns to furnish the utilities above named, and title to all such construction so placed shall be and remain in the grantor, its successors or assigns. These easements here reserved and the rights here reserved shall not pass from the grantor by its deed conveying any of said lots, but shall only pass by a



specific transfer and conveyance of such easements and rights.

14. The said grantor may subdivide or replat any lot or lots shown on said plat in any way it sees fit, provided that no residence shall be erected upon or allowed to occupy any such replated or resubdivided lot or lots or fractional part thereof, if such replated or resubdivided lot or lots or fractional part or parts thereof have an area less than the requirement of Paragraph 6. In case of such replating or resubdividing, these restrictions shall apply to each lot as so replated or resubdivided.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part.

16. Enforcement shall be by action at law or equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. Each day a violation continues shall be considered a new violation and no limitation shall run against such actions during the time these covenants are in effect. The party bringing the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney.

17. Invalidation of any one of these covenants by judgment or court order in no wise shall affect any of the other provisions, which shall remain in full force and effect.

OFFICIAL RECORDS

BOOK 183 PAGE 526

IN WITNESS WHEREOF, we have set our hands and seals  
this 4 day of April, A.D. 1966.

(Corporate Seal)

SEGREST CONSTRUCTION CORPORATION

Signed, sealed and delivered  
in the presence of:

By:

Ralph H. Segrest  
President

Martha B. Massey

ATTEST:

Martha B. Massey

Jane H. Segrest  
Secretary

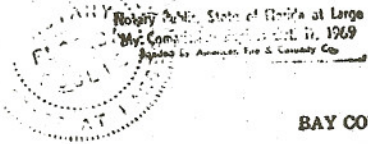
STATE OF FLORIDA

COUNTY OF BAY

I HEREBY CERTIFY that on this 4<sup>th</sup> day of April,  
1966, before me personally appeared Ralph H. Segrest and Jane  
G. Segrest, respectively President and Secretary of Segrest  
Construction Corporation, a corporation under the laws of the  
State of Florida, to me known to be the individuals and officers  
described in and who executed the foregoing instrument, and  
severally acknowledged its execution to be their free act and  
deed as such duly authorized officers; and that the official  
seal of the corporation is duly affixed and the instrument is  
the act and deed of the corporation.

WITNESS my signature and official seal at Panama City  
in the County of Bay, State of Florida, the day and year last  
aforesaid.

Martha B. Massey  
Notary Public



BAY COUNTY, FLORIDA  
APR 5 1966

Filed for record

at  
4:21 m. o'clock and duly recorded. Book  
and page indicated above. Bruce Collins,  
Clerk, Circuit Court.  
Bruce Collins



DESIGNATION OF  
ARCHITECTURAL CONTROL COMMITTEE

WHEREAS, the Declaration of Restrictions dated April 4th, 1966 and recorded in Official Records Book 183, Page 521, public records of Bay County, Florida, have heretofore designated Ralph H. Segrest, Jr., Jane G. Segrest, and Loyd C. Hilton, Jr., as the Architectural Control Committee to serve in the manner set forth in said Declaration of Restrictions in connection with the subdivision known as Magnolia Estates, which property is more particularly described in said Declaration of Restrictions; and

WHEREAS, the said Ralph H. Segrest, Jr., and Jane G. Segrest have heretofore resigned from said Committee, and Loyd C. Hilton, Jr., is the only member presently serving; and

WHEREAS, Hilton wishes to designate a successor committee as authorized by Paragraph 3 of said Declaration of Restrictions,

NOW, THEREFORE, I the undersigned Loyd C. Hilton, Jr., being the sole member of the said Architectural Control Committee, do hereby designate a successor committee to be comprised of the following named persons, who are all property owners and residents of said subdivision, to-wit:

ELZIE H. FREEMAN  
DAVE MARTINELLI  
HOWARD H. CAMPBELL  
L. C. ADAIR  
LEONARD GRAY  
GERALD GOULD  
JEFF MILLS.

The undersigned Loyd C. Hilton, Jr., does further submit his resignation from said Committee, to be effective immediately upon acceptance by the successor committee members.

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FILED